BILL NO. S-83-10-22

SPECIAL ORDINANCE NO. S-230-83

AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and L. W. Dailey, Inc., for Res. #5989-83, Bar Street Improvement.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and L. W. Dailey, Inc., for Res. #5989-83, Bar Street Improvement, is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

street improvement, landscaping, lighting, and irrigation from Main to Washington excluding West side from Wayne to Main;

the Contract price is Three Hundred Twenty-Four Thousand One Hundred Five and 10/100 Dollars ($324,105.10).

SECTION 2. Prior Approval was received from Council with respect to this Contract on September 13, 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19__, at ______ o'clock __.M.,E.S.T.

DATE: 10-25-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6	0		3	
BRADBURY				✓	
BURNS	✓				
EISBART	✓				
GiaQUINTA				✓	
SCHMIDT				✓	
SCHOMBURG	✓				
SCRUGGS	✓				
STIER	✓				
TALARICO	✓				

DATE: 11/22/83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) NO. S-230-83 on the 22nd day of November, 1983.

ATTEST: (SEAL)

Sandra E. Kennedy
CITY CLERK

Ray A. Eisbart
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of November, 1983, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 28th day of Nov., 1983, at the hour of 9 o'clock A.M.,E.S.T.

[signature]
WIN MOSES, JR. - MAYOR

SUBJECT TO [illegible] APPROVAL
PRELIMINARY MEETING ____________
RATIFICATION ____________

CONTRACT

13-201-28
10/12/83

This Agreement, made and entered into this 12th day of October, 1983

by and between ------------- L.W. DAILEY, INC. -------------

------------- 1122 THOMAS ROAD, FORT WAYNE, INDIANA 46804 -------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
Improvement Resolution No. 5989-83
prove Barr Street from the south curb line of Main Street to the north curb line of Jefferson Blvd., as indicated on final drawings and specifications.

by grading and paving the roadway to a width of XXXXXXXXXXXXXX~~feet with~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5989-83 attached hereto and by reference made a part hereof. ~~and at the following prices per lineal foot~~

At the following prices:

Removal	Three dollars and eighty cents per square yard	3.80
Common Excavation	Sixteen dollars and no cents per cubic yard	16.00
#12 Stone	Eight dollars and fifty cents per ton	8.50
#9 Stone	Seven dollars and twenty-five cents per ton	7.25
6" Sub-Surface Drainage	Fourteen dollars and eighty cents per lineal foot	14.80
Banner Pole Base	One hundred and fifty dollars and no cents per each	150.00
Awning Pole Base	Two hundred dollars and no cents per each	200.00
Abandon Structures	One hundred and thirty-five dollars and no cents per each	135.00
Remove & Replace Type I-C Catch Basin	Thirteen hundred dollars and no cents per each	1,300.00
Standard Type I-C Inlet	Four hundred and fifty dollars and no cents per each	450.00
Standard Type I-F Manhole	Eight hundred dollars and no cents per each	800.00
[illegible] Concrete [illegible] Walk	One dollar and sixty-five cents [illegible]	1.65

The Contractor hereby expressly agrees to perform all the work for the construction of the above described improvement according to the terms and conditions of Improvement Resolution No. 5989-83 and plans, profiles, specifications and the contractor's bid thereof on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

*** On or before Nov. 12, 1983/June 15, 1984 (SEE LIQUIDATED DAMAGES PROVISION)

and in all respects completed on or before ___***___, 19___ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date ________, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this ______ day of ____________, 19___

ATTEST:

Lorraine L. Casper

Corporate Secretary

L. W. DAILEY, INC.

BY: ________

ITS: Pres

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

____

Jack Wehrm Sr.

____

Its Board of Public Works and Mayor.

ATTEST:

Helen O. Goshenour

Secretary and Clerk

22" Wide Curbface Walk	Three dollars and ninety cents per square foot	3.90
4" Concrete Walk Finished	One dollar and forty-five cents per square foot	1.45
3½" Unifnished Concrete	One dollar and thirty cents per square foot	1.30
6½" Unfinished Concrete	One dollar and sixty-eight cents per square foot	1.68
10" Concrete Walk Finished	Two dollars and five cents per square foot	2.05
8" Concrete Drive/Alley Approaches	Seventeen dollars and no cents per square yard	17.00
Adjust Casting	One hundred and twenty-five dollars and no cents per each	125.00
Adjust Window Well Stone & Reset	Three hundred dollars and no cents per each	300.00
Planter Wall W/#4 Rebar	Ten dollars and no cents per lineal foot	10.00
5D HAC	Twenty-one dollars and no cents per ton	21.00
A-2 HAC	Twenty-four dollars and no cents per ton	24.00
Type III Curb	Eight dollars and no cents per lineal foot	8.00
6" White Parking Line	One dollar and twenty-five cents per lineal foot	1.25
Tree Grates No. 8641	Four hundred and fifty dollars and no cents per each	450.00
Tree Grates No. 8642	Four hundred dollars and no cents per each	400.00
15" Class IV Concrete Pipe	Fifteen dollars and fifty cents per lineal foot	15.50
12" Class IV Concrete Pipe	Thirteen dollars and fifty cents per lineal foot	13.50
8" x 8" Pavers Furnished & Installed	Five dollars and thirty-three cents per square foot	5.33
Iron Benches Furnished & Installed	Seven hundred and fifty dollars and no cents per each	750.00

Tree Removal 4"	Fifty dollars and no cents per each	50.00
Tree Removal 12"	Fifty dollars and no cents per each	50.00
6" Soil Pipe	Eight dollars and no cents per lineal foot	8.00
Repair & Paint Awning Poles	One hundred and fifty dollars and no cents per each	150.00
Furnish & Install Iron Fence	Thirty-seven dollars and no cents per lineal foot	37.00
TOTAL	Two hundred and fifty-four thousand, one hundred and twenty-one dollars and ten cents	$254,121.10

BARR STREET: LANDSCAPE
Base Bid:

6" Green Glory Honeylocust	Five hundred and thirty dollars and no cents per each	530.00
4" Green Glory Honeylocust	Three hundred and twenty dollars and no cents per each	320.00
3" Aristocrat Callery Pear	One hundred and ninety-five dollars and no cents per each	195.00
14' Washington Hawthorn	One hundred and forty dollars and no cents per each	140.00
24" Kelsey's Dwarf Dogwood	Twenty dollars and no cents per each	20.00
4' Spreading Cotoneaster	Forty dollars and no cents per each	40.00
30" Armstrong Juniper	Twenty-two dollars and no cents per each	22.00
30" Taunton Yew	Twenty-two dollars and no cents per each	22.00
24" Compact American Cranberry-bush	Seventeen dollars and no cents per each	17.00
TOTAL	Eleven thousand, four hundred and thirty-nine dollars and no cents	$11,439.00

BARR STREET: LIGHTING & ELECTRICAL

Base Bid Total:	Fifty-one thousand, three hundred and forty-five dollars and no cents per lump sum	$51,345.00

BARR STREET: IRRIGATION

Base Bid Total:	Seven thousand, two hundred dollars and no cents per lump sum	$7,200.00

GRAND TOTAL BASE BID:	Three hundred and twenty-four thousand, one hundred and five dollars and ten cents	$324,105.10

BARR STREET (BERRY TO MAIN)

ALTERNATE II:

Removal	Three dollars and ninety-five cents per square yard	3.95
Common Excavation	Sixteen dollars and no cents per cubic yard	16.00
2' Rolled Curb & Gutter	Five dollars and fifty cents per lineal foot	5.50
6" Curbface Walk	One dollar and sixty-five cents per square foot	1.65
3½" Unfinished Concrete	One dollar and thirty cents per square foot	1.30
8" x 8" Paver Installed	Three dollars and eleven cents per square foot	3.11
Remove & Replace Type I-C Catch Basin	Thirteen hundred dollars and no cents per each	1,300.00
Tree Grates #8617	Five hundred dollars and no cents per each	500.00
8" Alley/Drive Approach Unfinished	Sixteen dollars and no cents per square yard	16.00
9" Concrete Pavement w/J Anchor Bolt	Twenty-five dollars and no cents per square yard	25.00
5D H.A.C.	Twenty-one dollars and no cents per ton	21.00
#12 Stone	Eight dollars and fifty cents per ton	8.50
TOTAL	Twenty-nine thousand, five hundred and eighty-four dollars and seventy-five cents	$29,584.75

BARR STREET: LANDSCAPE

ALTERNATE II:

4" Greenspire Littleleaf Linden	One hundred and ninety-five dollars and no cents per each	195.00
TOTAL	One thousand, one hundred and seventy dollars and no cents	$1,170.00

BARR STREET: LIGHTING & ELECTRICAL

ALTERNATE II TOTAL:	Eleven thousand, three hundred and forty dollars and no cents per lump sum	$11,340.00

BARR STREET: IRRIGATION

ALTERNATE II TOTAL:	One thousand and eighty dollars and no cents per lump sum	$1,080.00
GRAND TOTAL ALTERNATE II:	Forty-three thousand, one hundred and seventy-four dollars and seventy-five cents	$43,174.75
GRAND TOTAL OF CONTRACT:	Three hundred and sixty-seven thousand, two hundred and seventy-nine dollars and eighty-five cents	$367,279.85

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

KNOW ALL MEN BY THESE PRESENTS, that we L. W. DAILEY, INC.
as Principal, and the St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Minnesota, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of THREE HUNDRED AND SIXTY-SEVEN THOUSAND, TWO HUNDRED AND SEVENTY-NINE DOLLARS AND EIGHTY-FIVE CENTS --------------------

($ 367,279.85------------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 12th day of October, 1983 enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5989-83

To improve Barr Street from the south curb line of Main Street to the north curb line of Jefferson Blvd., as indicated on final drawings and specifications.

a cost of $ 367,279.85------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;

There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;

Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

[illegible], said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

L. W. DAILEY, INC.
(Contractor)

BY: [signature]

ITS: Pres.

ATTEST:

[signature]

Pres.

(Title)

St. Paul Fire and Marine Insurance Company
Surety

*BY: [signature]
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

[illegible]

KNOW ALL MEN BY THESE PRESENTS: that

------------------------------ L. W. DAILEY, INC. ------------------------------

(Name of Contractor)

------------------ 1122 THOMAS ROAD, FORT WAYNE, INDIANA 46804 ------------------

(Address)

a ______________________________, hereinafter called Principal,

(Corporation, Partnership or Individual)

and St. Paul Fire and Marine Insurance Company

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of THREE HUNDRED AND SIXTY-SEVEN THOUSAND, TWO HUNDRED AND SEVENTY-NINE DOLLARS AND EIGHTY-FIVE CENTS --------------- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ________ day of ____________________, 19____, for the construction of:

Improvement Resolution No. 5989-83

To improve Barr Street from the south curb line of Main Street to the north curb line of Jefferson Blvd., as indicated on final drawings and specifications.

at a cost of THREE HUNDRED AND SIXTY-SEVEN THOUSAND, TWO HUNDRED AND SEVENTY-NINE DOLLARS AND EIGHTY-FIVE CENTS -- ($ 367,279.85----------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

[illegible] and corporations furnishing [illegible] in the prosecution of the work provided for in such contract [illegible] authorized extension or [illegible] thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in ____________ counter-
(number)
parts, each one of which shall be deemed an original, this ______ day of ______________________, 19_____.

(SEAL)

ATTEST:

[signature]
(Principal) Secretary

[signature]
Witness as to Principal

1132 Thomas Road
(Address)
Ft Wayne, Ind. 46804

L. W. DAILEY, INC.
Principal

BY [signature]

Pres
(Title)

(Address)

St. Paul Fire and Marine Insurance Company
Surety
BY [signature]
Attorney-in-Fact
(Authorized Agent)

Yaste Zent & Rye Agency, Inc.
P.O. box 1367
(Address)
Fort Wayne, In 46801

[signature]
Witness as to Surety

Yaste Zent & Rye Agency, Inc.
(Address)
P.O. box 1367
Fort Wayne, In. 46801

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

BILL NO. S-83-10-22

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and L.W. Dailey, Inc., for Res. #5989-83, Barr Street Improvement

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN	Samuel J. Talarico
VICTURE L. SCRUGGS, VICE CHAIRMAN	Victure Scruggs
MARK E. GiaQUINTA	Mark E. GiaQuinta
PAUL M. BURNS	Paul M. Burns
ROY J. SCHOMBURG	Roy J. Schomburg

11-22-83 Sandra E. Kennedy

Admn. Appr. 6449.

TITLE OF ORDINANCE Contract for Res. 5989-83, Barr Street Improvement

DEPARTMENT REQUESTING ORDINANCE Board of Public Works S-83-10-22

SYNOPSIS OF ORDINANCE This resolution is for street improvement, landscaping, lighting, and irrigation from Main to Washington excluding West. side from Wayne to Main. L. W. Dailey, Inc., is the contractor.

PRIOR APPROVAL RECEIVED 9/13/83

EFFECT OF PASSAGE Improvement of above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $324.105.10

ASSIGNED TO COMMITTEE